

REMARKS

This Response is submitted in reply to the Office Action dated October 10, 2003, and in accordance with the telephone interview courteously granted by the Examiner on November 19, 2003. Claims 1, 11, 21, 23, 31, 36 and 38 have been amended. New Claims 47 to 54 have been added. Claims 10, 30 and 40 have been canceled. No new matter has been added by the amendments made herein. A Petition for a Three-Month Extension of Time to Respond to the Office Action is submitted herewith. A check in the amount of \$1,212.00 to cover the fees for the three month extension and the additional claims is submitted herewith. Please charge deposit account number 02-1818 for any insufficiency or to credit any overpayment.

The Office Action rejected:

- (a) Claims 1, 4 to 6, 8, 11 to 13, 15, 17, 18, 31 to 34, and 38 to 45 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,375,567 B1 to Acres ("Acres");
- (b) Claims 21 to 30 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,364,766 B1 to Anderson ("Anderson");
- (c) Claims 19 and 20 under 35 U.S.C. § 103(a) as being unpatentable over Acres;
- (d) Claims 2, 3, 7, 10, 14 and 35 under 35 U.S.C. § 103(a) as being unpatentable over Acres in view of UK Patent Application No. GB 214644 A to Barrie ("Barrie");
- (e) Claims 9, 16, 36 and 37 under 35 U.S.C. § 103(a) as being unpatentable over Acres in view of Anderson; and
- (f) Claim 46 under 35 U.S.C. § 103(a) as being unpatentable over Acres in view of U.S. Patent No. 6,343,988 B1 to Walker et al. ("Walker").

I. Acres Does Not Disclose "Player Selectable" Components

Regarding the rejections of Claims 1, 4-6, 8, 11 to 13, 15, 17, 18, 31 to 34 and 38 to 45 under §102(e), amended Claim 1 is directed to a gaming device including a central game including a plurality of first selections and one player selectable transfer to a peripheral game outcome associated with one of the first selections. The gaming device also includes a plurality of peripheral games where at least one of the peripheral games includes a plurality of second selections, a player selectable return to the central game outcome associated with one of the second selections, and a player selectable transfer to another peripheral game outcome associated with another one of the second selections. The peripheral game outcome causes a transfer to one of the other peripheral games. Applicants respectfully submit that Acres does not disclose the combination of elements of amended Claim 1.

Under § 102, a reference must teach every aspect of the claimed invention either explicitly or impliedly. See, MPEP 706.02(a). Any feature not directly taught must be inherently present.

The Office Action states that Acres discloses a "gaming device comprising a central game including at least one player selectable transfer to a peripheral game outcome. The gaming device includes a plurality of peripheral games, where at least one peripheral game includes a player selectable return to the central game outcome and a transfer to another peripheral game outcome." (See page 2). However, Acres does not disclose, teach or suggest a plurality of first and second selections and a player selectable transfer to a peripheral game outcome associated with one of the first selections or to at least one peripheral game that includes a player selectable return to the central game outcome associated with one of the second selections and a player selectable transfer to another peripheral game outcome associated with one of the second selections.

Acres is directed to a method and apparatus for implementing a secondary game responsive to player interaction with a primary game. Specifically, Acres teaches a method for "operating a group of gaming machines interconnected by a network to play both primary and secondary games from the machines." (Col. 2, lines 49 to 52). Acres

states that upon the occurrence of a triggering event in the primary game, a secondary game is initiated from one of the gaming machines where the secondary game is common to the group of gaming machines. (Col. 2, lines 62 to 65). The triggering event is detected by monitoring an operating parameter of the gaming machines over the network such as the total coin plate. (Col. 2, lines 55 to 60). When the operating parameter is met the triggering event occurs and the secondary game is initiated. A secondary game (i.e., a peripheral game) is not initiated by a player selectable transfer to the peripheral game. Instead, the gaming device triggers the secondary game when a predetermined operating parameter occurs in the primary game. Similarly, Acres teaches that a tertiary game is initiated upon a second occurrence of the triggering event in the secondary game. Acres does not disclose, teach or suggest a tertiary game or another peripheral game being initiated from the secondary game based on a selection picked by a player. Acres does not disclose, teach or suggest a selection-type game or that a player may pick any type of selections in the game.

As described in Acres, the triggering event occurs when a player obtains a certain reel symbol or combination on the reels in a game. However, the player is not selecting the reel symbol or the symbol combination that triggers the secondary game. Instead, the gaming device or processor is randomly determining when the triggering event occurs on the reels. Although Acres teaches an actuating button or spin button 14 configured to initiate the primary game and which can also be configured to initiate the secondary game, the spin button 14 merely initiates the game once the designated number of coins are inputted in the primary game or when a triggering event triggers the secondary game. The button 14 does not enable the player to initiate the secondary game from the play of the primary game (i.e., by selecting selections) or initiate any other peripheral game from the primary game or secondary game (i.e., by selecting selections) unless the triggering event has occurred in the game. For these reasons, Acres does not disclose the combination of the elements of amended Claim 1. Therefore, amended Claim 1 and Claims 2 to 9 and 11 to 20, which depend from amended Claim 1, are each patentably distinguished over Acres and are in condition for allowance.

Regarding the rejection of Claim 31 under § 102, amended Claim 31 is directed to a gaming device including a central game having a plurality of first selections and plurality of player selectable transfers to peripheral game outcomes each associated with a different one of the first selections. The gaming device also includes a plurality of peripheral games each including a plurality of second selections, a player selectable return to the central game outcome associated with one of said second selections of said peripheral game and a player selectable transfer to another peripheral game outcome associated with one of said second selections of said peripheral game. The gaming device enables the player to initially play the central game where the player plays one of the peripheral games after the player picks one of the peripheral games after the player picks one of the transfer outcomes. The player plays the central game again if the player picks the return outcome in the played peripheral game and the player plays another peripheral game if the player picks the transfer to another peripheral game outcome in the played peripheral game. These elements are similar to the elements of Claim 1. Therefore, as described above, *Acres* does not disclose all of the elements of Claim 31.

In particular, *Acres* does not disclose a central game including a plurality of player selectable transfers to peripheral game outcomes. Additionally, *Acres* does not disclose a plurality of peripheral games including a player selectable return to the central game outcome and a player selectable transfer to another peripheral game outcome where the transfer to the central game or to the other peripheral game is based on the player's selection. *Acres* does not disclose, teach or suggest a selection game where a player picks selections to determine whether they are transferred to a central game or to another peripheral game.

For these reasons, *Acres* does not disclose all of the elements of amended Claim 31. Therefore, amended Claim 31 and Claims 32 to 35, which depend from amended Claim 31, are each patentably distinguished over *Acres* and are in condition for allowance.

Similarly, regarding the rejection of Claim 38 under § 102, amended Claim 38 is directed to a method for operating a gaming device where the method includes the

steps of enabling a player to play a central game that includes a plurality of first selections and at least one player selectable transfer to a peripheral game outcome associated with one of the first selections. The method includes transferring to a first peripheral game when the transfer outcome is selected by the player. The method includes enabling the player to play the first peripheral game where the first peripheral game includes a plurality of the second selections and a player selectable return to the central game outcome associated with one of the second selections and a player selectable transfer to another peripheral game outcome associated with another one of the second selections. The method transfers the player back to the central game if the return outcome is selected by the player and enables the player to play the central game. Alternatively, the method transfers the player to a second peripheral game if the transfer to another peripheral outcome is selected by the player and enables the player to play the second peripheral game.

As described above, *Acres* does not disclose the elements of enabling a player to pick selections where the selections determine whether the player is transferred back to the central game or to a peripheral game when a return outcome or a peripheral game outcome is associated with the player's picks of the selections. For these reasons, *Acres* does not disclose all the elements of amended Claim 38. Therefore, amended Claim 38 and Claims 39 to 46, which depend from amended Claim 38, are each patentably distinguished over *Acres* and are in condition for allowance.

II. **Anderson Does Not Disclose "Player Selectable" Selections**

Regarding the rejection of Claims 21 to 30 under § 102, amended Claim 21 is directed to a gaming device including a central game having a plurality of first selection and a player selectable transfer to a peripheral game outcome associated with one of the first selections or a plurality of player selectable transfer component outcomes associated with different ones of the selections. The gaming device also includes a plurality of peripheral games where one of which includes a plurality of second selections and a return to a central game outcome associated with one of the second

selections and a transfer to another peripheral game outcome associated with another one of the second selections where the peripheral game is played after the transfer or one of the plurality of transfer components is selected by a player. The central game is replayed after the return outcome is selected by the player. *Anderson* does not disclose all of the elements of amended Claim 21.

Anderson is directed to a gaming machine with a sorting feature where the gaming machine includes at least one digital display in a game of chance controlled by a processor. The game of chance includes a primary game and a sorting feature (see the Abstract). The base or primary game starts when a player activates a switch 18 such as a lever or button. Once the switch is activated, the central processing unit 16 activates the reels and randomly selects a game outcome. The CPU 16 then stops the reels to display the symbols corresponding to the pre-selected game outcome. (Col. 3, lines 14 to 20). Some of the basic game outcomes cause the CPU 16 to initiate a bonus mode, which shows one or more bonus games. Different bonus game outcomes trigger different bonus games. (Col. 3, lines 20 to 26). *Anderson* defines a start bonus outcome as any number of outcomes including a special start-bonus symbol or a special combination of symbols appearing on one or more of the reels 30 through 34 in any predetermined display position. (Col. 4, lines 60 to 65). However, *Anderson* does not disclose, teach or suggest a plurality of selections where the player picks a selection to reveal a transfer to a peripheral game outcome or a plurality of transfer component outcomes.

Additionally, *Anderson* states that "the basic game need not comprise a spinning reel slot machine game as illustrated in Fig. 1, but may comprise virtually any type of game of chance or skill or combination of games having outcomes (e.g., start-bonus outcomes) that trigger play of the bonus game on one or more displays." (Col. 7, lines 17 to 22). *Anderson* goes on to give examples such as a basic game comprising a video poker blackjack that does not disclose, teach or suggest a plurality of selections where a player picks the selections to transfer to a peripheral game such as in the claimed invention. As stated in *Anderson*, the outcomes are start-bonus outcomes that trigger play of the bonus game but don't include a return to the central or primary game

and a transfer to a another peripheral game or secondary game. For these reasons, *Anderson* does not disclose all of the elements of amended Claim 21. Therefore, amended Claim 21 and Claims 22 to 30, which depend from amended Claim 21 are each patentably distinguished over *Anderson* and are in condition for allowance.

III. Claims 19 and 20 are Not Obvious in View of Acres

Claims 19 and 20 were rejected under 35 U.S.C. § 103 as being unpatentable over *Acres*. Claims 19 and 20 depend from amended Claim 1. Therefore, Applicants respectfully submit that Claims 19 and 20 are allowable for at least the reasons set forth above with respect to amended Claim 1 because *Acres* does not disclose, teach or suggest the novel elements of Claims 19 and 20 in combination with the novel elements of amended Claim 1. For these reasons, Claims 19 and 20 are patentably distinguished over *Acres*.

IV. Claims 2, 3, 7, 10, 14 and 35 are Not Obvious in View of Acres and Barrie

Claims 2, 3, 7, 10, 14 and 35 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Acres* in view of *Barrie*. Claims 2, 3, 7, 10 and 14 depend from amended Claim 1. Claim 35 depends from amended Claim 31, which includes similar elements to amended Claim 1. Applicants respectfully submit that Claims 2, 3, 7, 10, 14 and 35 are allowable for at least the reasons set forth above with respect to amended Claim 1 because the combination of *Acres* and *Barrie* does not disclose, teach or suggest the novel elements of Claims 2, 3, 7, 10, 14 and 35 in combination with the novel elements of amended Claim 1. For these reasons, Claims 2, 3, 7, 10, 14 and 35 are each patentably distinguished over the combination of *Acres* and *Barrie* and are in condition for allowance.

V. Claims 9, 16, 36 and 37 are Not Obvious in View of Acres and Anderson

Claims 9 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Acres* in view of *Anderson*. Claims 9 and 16 depend from amended Claim 1. Therefore, Applicants respectfully submit that Claims 9 and 16 are allowable for at least

the reasons set forth above with respect to amended Claim 1 because the combination of *Acres* and *Anderson* does not disclose, teach or suggest the novel elements of Claims 9 and 16 in combination with the novel elements of amended Claim 1. For these reasons, Claims 9 and 16 are patentably distinguished over the combination of *Acres* and *Anderson* and are in condition for allowance.

Claims 36 and 37 were also rejected under 35 U.S.C. § 103(a) as being unpatentable over *Acres* in view of *Anderson*. Amended Claim 36 is directed to a gaming device including a central game including a plurality of first selections and at least one player selectable central game award outcome associated with one of the first selections, at least one player selectable central game termination outcome associated with another one of the first selections and a plurality of player selectable peripheral game transfers to a plurality of different peripheral games each associated with other different ones of the first selections. Each peripheral game includes a plurality of second selections, at least one peripheral game award associated with one of the second selections of said peripheral game, at least one central game return associated with another one of said second selections of said peripheral game and at least one peripheral game transfer associated with another one of said second selections of said peripheral game. The gaming device also includes a display device that displays the central game, central game award outcome, central game terminator outcome, peripheral game transfers, peripheral game outcomes and central game returns. Additionally, the gaming device includes a processor, which controls a central game, peripheral game and the display device. The combination of *Acres* and *Anderson* does not disclose, teach or suggest the elements of amended Claim 36.

As described above, *Acres* does not disclose, teach or suggest the central game including at least one player selectable central game award outcome, at least one player central game termination outcome and a plurality of player selectable peripheral game transfers to a plurality of different peripheral games. *Acres* does not disclose or suggest any type of selections or any selections made by a player that determines whether the player returns to a central game or another peripheral game or enters a peripheral game from a central game. Additionally, *Anderson* does not disclose, teach

or suggest any of these elements such as a player selectable central game award outcome, at least one player selectable central game termination outcome and a plurality of player selectable peripheral game transfers to a plurality of different peripheral games. For these reasons, either *Acres* or *Anderson*, when taken alone or in combination, disclose, teach or suggest the elements of amended Claim 36. Therefore, amended Claim 36 and Claim 37, which depends from amended Claim 36, are each patentably distinguished over the combination of *Acres* and *Anderson*, and are in condition for allowance.

VI. Claim 46 is Not Obvious in View of Acres and Walker

Claim 46 was rejected under 35 U.S.C. § 103(a) as being unpatentable over *Acres* in view of *Walker*. Claim 46 depends from amended Claim 38. Therefore, Claim 46 is allowable for at least the reasons set forth above with respect to amended Claim 1, and for the further reasons that the combination of *Acres* and *Walker* fails to disclose, teach or suggest the novel elements of Claim 46 in combination with the novel elements of amended Claim 1. For these reasons, Claim 46 is patentably distinguished over the combination of *Acres* and *Walker* and is in condition for allowance.

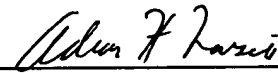
VII. New Claims 47 to 54

New Claims 47 to 54 are each patentably distinguished from the references cited in the Office Action and are in condition for allowance.

An earnest endeavor has been made to place this application in condition for formal allowance and in the absence of more pertinent art such action is courteously solicited. If the Examiner has any questions regarding this Response, Applicants respectfully request that the Examiner contact the undersigned.

Respectfully submitted,

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